

ATTACHMENT C

When Recorded, Mail To:

7- 227749

Douglas Oil Company
P. O. Box 2500
Costa Mesa, CA 92626
Atten: Real Estate Dept.

DOC No. 620
11198 Washington Place
Culver City, California

SERVICE STATION GROUND LEASEFEE \$ 11.00 / M
19

THIS LEASE, executed on March 1, 1977, by and between DAVID LEON LEVY AND FLORENCE LEVY, as Co-Trustees, as set forth in the first codicil to the will of Nathan Levy, dated January 25, 1960, hereinafter referred to as Lessor, and DOUGLAS OIL COMPANY OF CALIFORNIA, a California corporation, hereinafter referred to as Lessee,

WITNESSETH:

That for and in consideration of the terms, covenants and mutual obligations herein contained, Lessor does hereby lease unto Lessee, and Lessee does hereby lease from Lessor, the real property (hereinafter referred to as "leased premises") situated in the City of Culver City, County of Los Angeles, State of California, described as follows:

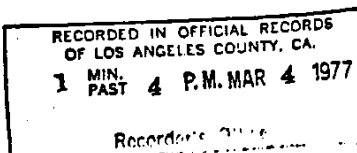
Lots 9, 10 and 11 of Tract No. 9312, City of Culver City, as recorded in Book 142, pages 91 and 92 of Maps, Official Records of Los Angeles County.

The leased premises are leased on the following terms and conditions:

1. TERM: The term of this lease shall be for the period commencing on March 1, 1977, and ending on April 30, 1992.
2. RENTAL: Lessee agrees to pay and Lessor agrees to accept as full rental for the use and occupancy of the leased premises, the following:

The sum of Five Hundred Twenty Five Dollars (\$525.00) per month, payable in advance on the first day of each month during the term hereof.

Page 1 of 7



2183 TL

DOC No. 620
Culver City, California

Rental for any portion of the term hereof which is less than a full calendar month shall be prorated. All rentals shall be paid by check of Lessee mailed to Lessor at Lessor's address herein-after set forth. Lessee shall have the right to apply any rental accruing hereunder upon any indebtedness owing Lessee by Lessor.

3. USE OF PREMISES: Lessee shall have the right to use the leased premises for the conduct of an automobile service station business and any other lawful business of any kind or character, and Lessee agrees not to use said leased premises in violation of any laws or ordinances or for any unlawful purpose. Lessee agrees to pay for all water, gas, heat, electricity and other utilities furnished to it on the leased premises during its occupancy thereof. Lessee agrees to indemnify and hold Lessor harmless from any claim or liability for injury to or death of persons or damage to property arising in any manner from Lessee's use or occupancy of the leased premises.

4. IMPROVEMENTS: Lessee may improve the leased premises and alter, add to and make substitutions for improvements now on or to be placed on said premises and may install additional equipment thereon. Lessee shall pay for all labor and material used in the construction of any such improvements and shall hold Lessor and the leased premises harmless from any claim or lien therefor. Any improvements or equipment placed upon the leased premises by Lessee shall be and remain the property of Lessor, except trade fixtures, including but not limited to pumps, compressor, hoists, signage, etc., which Lessee shall have the right at any time during the term of this lease or within thirty (30) days after the expiration or termination of this lease to remove said improvements and equipment from the leased premises, and Lessee shall thereupon repair any damage to the leased premises by reason of such removal.

DOC No. 620
Culver City, California

5. REPAIRS: Lessee shall keep the leased premises, including all buildings, improvements, fixtures, electrical wiring, glass, underground tanks, plumbing and pipelines in good order and repair and shall promptly comply with all requirements of any public authority for the correction of any condition concerning the leased premises. Lessee shall replace any fixtures and/or equipment covered by this lease when through normal usage the same become non-repairable.

Lessee shall repair all equipment covered by this lease, and shall repair any of the buildings, improvements, fixtures, electrical wiring, glass, underground tanks, plumbing and pipelines which become injured or damaged through the negligence or willful act of Lessee, its employees or its agents.

6. TERMINATION OF LEASE: In the event that, other than through the fault of Lessee, Lessee shall be unable to obtain a license or permit to operate an automobile service station upon leased premises, or that either Lessor or Lessee is unable to construct or install on leased premises service station improvements and equipment in accordance with Lessee's plans and specifications due to existing building laws and regulations, or that it shall become unlawful at any time during the term hereof to conduct on the leased premises any material element of an automobile service station business, or that Lessee is substantially prevented from freely engaging in the sale of gasoline by reason of any rules, regulations or laws of the state or federal government or any agency thereof, curtailing, limiting or allocating the amount of gasoline to be sold from said leased premises, or that any portion of leased premises shall be condemned or conveyed for street purposes or other public use, or a change in highways affecting access to the leased premises materially diminishes the use thereof as an automobile service station, then in any of such events, Lessee shall

DOC No. 620
Culver City, California

have the right at any time within ninety (90) days of the happening of any such events, to terminate this lease by giving Lessor at least thirty (30) days' written notice of its intention so to do, and by vacating leased premises on or before the date of such termination.

7. LIMITATION OF ACCESS: During any time that the free and normal access to the leased premises from any of the streets adjacent thereto shall be obstructed or substantially diminished by reason of any work undertaken in or upon said streets or the sidewalks by or with the approval of any governmental authority, Lessee may at its option, pay to Lessor as full rental during such period of time a sum equal to one cent (1¢) for each gallon of gasoline sold from the leased premises during such period of time, and the regular rentals provided hereunder for the months in which such condition commenced and ceased, shall be prorated on the basis of the portion of such months that such access was not obstructed or diminished.

8. DEFAULT: In the event of the default of the Lessee in the payment of rental at the time provided herein, or in the performance of any of Lessee's other obligations hereunder, and Lessee shall continue in such default for thirty (30) days after Lessor has made written demand for performance, then the Lessor may terminate this lease and re-enter the said premises and exclude all other persons therefrom, or may exercise any other available legal or equitable remedy. In the event of termination of this lease, Lessee shall have the right of removal of its improvements and equipment as hereinabove provided.

9. ADJOINING PREMISES: Lessor covenants and agrees not to sell from any adjoining premises owned or held by the Lessor, or from any premises owned or held by the Lessor in the immediate vicinity of the leased premises, nor to suffer or permit by lease, license, easement or otherwise any other person or persons to sell

DOC No. 620
Culver City, California

therefrom any motor vehicle fuel, lubricating oils, greases or other petroleum products while the Lessee, its tenants, licensees, successors or assigns shall maintain or operate an automobile service station upon the leased premises.

10. TAXES AND LIENS: Lessee shall pay all taxes levied upon any of its property and upon the leased premises. All other assessments or governmental charges against the leased premises shall be paid by Lessor, and in the event of Lessor's failure to do so, Lessee may pay the same and reimburse itself out of rentals thereafter accruing. In the event that any mortgages or other liens shall at any time during the term hereof exist upon the demised premises, Lessee may, in the event of Lessor's failure to do so, discharge said liens upon or after maturity and thereupon shall be subrogated to the rights of the lienholder any may reimburse itself for any monies so paid out of any rentals thereafter accruing.

11. SUBLETTING AND ASSIGNMENT: Lessee shall have the right to sublet all or any portion of the leased premises. Lessee may assign this lease to any subsidiary of Lessee or to any petroleum marketing company having a financial responsibility or worth substantially equal to or greater than that of Lessee.

12. WARRANTY OF TITLE: Lessor warrants that he is the owner of the leased premises and has full right and power to enter into this lease and that he is able to and will deliver quiet possession of the leased premises to Lessee upon the commencement of the term hereof.

13. HOLDING OVER: If Lessee shall hold over the leased premises after the expiration of the term of this lease or any extension thereof, such tenancy shall be from month to month only and upon the same terms and conditions and at the same rental as is provided herein, and Lessee's right to remove its

DOC No. 520
Culver City, California

improvements and equipment as hereinabove provided shall continue during such month-to-month tenancy and for thirty (30) days after the termination thereof.

14. SURRENDER OF POSSESSION: At the expiration or sooner termination of this lease, the Lessee shall peaceably and quietly surrender to the Lessor possession of the leased premises and all improvements and personal property thereon belonging to the Lessor in as good condition as received, reasonable wear and tear thereof excepted, but the Lessee shall in no event be liable for any loss or destruction thereof or damage thereto caused by or resulting from fire, earthquake, acts of enemies, action of the elements, casualty or other cause whatsoever, not the actionable negligence or willful act of the Lessee. Lessor waives all right of subrogation against Lessee, and Lessee's employees, agents or subtenants for damage to any of Lessor's property caused by fire or explosion.

15. NOTICES: Any notice contemplated by the provisions of this lease may be given by either party to the other by personal delivery or by depositing the same in the United States Post Office, postage thereon fully prepaid, for delivery as certified mail. Unless written notice is given of change of address, any such notice to be given to Lessor shall be addressed to Lessor at 4324 Jubilo Drive, Tarzana, California 91356, and any such notice to be given to Lessee shall be addressed to it at 3160 Airway Avenue, Costa Mesa, California 92626. Notice given by certified mail as aforesaid shall be deemed to have been fully given when received.

16. TERMINATION OF PRIOR LEASE: That certain "Service Station Lease (Ground)", executed on March 21, 1962 by Nathan Levy and Florence Levy, as Lessor, and Douglas Oil Company of

DOC No. 620
Culver City, California

California, as Lessee, covering the leased premises, which was modified by that certain "Modification of Lease and Option to Extend Service Station Ground Lease", dated May 20, 1976, is hereby mutually terminated at midnight, February 28, 1977.

The making, execution and delivery of this lease has not been induced by any representation, statement, warranties or agreements other than those herein expressed, and this lease constitutes the full agreement between Lessor and Lessee.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, devisees and personal representatives.

Whenever the word "Lessor" is used herein, it shall include the heirs, executors, administrators, successors and assigns of the Lessor; and whenever the word "Lessee" is used herein, it shall include the successors and assigns of the Lessee; and whenever reference is made herein to the party designated as Lessor by words in the singular or masculine gender, the singular number shall include the plural and the masculine gender shall include the feminine and neuter, according to the number and gender of the person or persons hereinabove named as Lessor.

IN WITNESS WHEREOF, this lease has been executed in duplicate by the parties hereto the day and year first hereinabove written.

NATHAN LEVY TRUST

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.
On February 18, 1977 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Florence Levy

known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that she executed the same.

Signature

Kathleen M. Cantlay
Name (Typed or Printed)
Notary Public in and for said County and State



1-117

11- 227749 FOR NOTARY SEAL OR STAMP

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On February 24, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared _____

David Leon Levy

_____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

(Official Notary Seal)

Signature Arlene Lawler

Arlene Lawler
Name (Typed or Printed)



STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On February 25, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared _____
Donald J. McNutt

known to me to be the President, and Lionell J. Janacek, known to me to be the Secretary and Vice President of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

(Official Notary Seal)

WITNESS my hand and official seal.

Signature Renee J. Margetich

Renee J. Margetich
Name (Typed or Printed)



ATTACHMENT D

14314-2M

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT			
EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
REPORT DATE 09/04/92		CASE # 09-04-92	
NAME OF INDIVIDUAL FILING REPORT Gregory P. Fletcher		PHONE (713) 293-5683	
REPRESENTING <input type="checkbox"/> LOCAL AGENCY <input checked="" type="checkbox"/> OTHER <u>Leases</u>		COMPANY OR AGENCY NAME Conoco Inc.	
ADDRESS 600 North Dairy Ashford		TX STATE TX	
NAME <input checked="" type="checkbox"/> UNKNOWN		CONTACT PERSON ()	
ADDRESS STREET CITY STATE ZIP		PHONE ()	
FACILITY NAME (IF APPLICABLE) 1198 Washington Place		OPERATOR Culver City Los Angeles	
ADDRESS CROSS STREET Sepulveda Boulevard		PHONE ()	
LOCAL AGENCY L.A. County, Dept. Public Works		CONTACT PERSON Carl Sjobery	
REGIONAL BOARD Los Angeles		PHONE (818) 458-3100	
NAME Gasoline		QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN	
DATE DISCOVERED 09/02/92		HOW DISCOVERED <input type="checkbox"/> TANK TEST <input checked="" type="checkbox"/> TANK REMOVAL	
DATE DISCHARGE BEGAN <input checked="" type="checkbox"/> UNKNOWN		METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input type="checkbox"/> REMOVE CONTENTS <input type="checkbox"/> REPLACE TANK <input checked="" type="checkbox"/> CLOSE TANK <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> CHANGE PROCEDURE <input checked="" type="checkbox"/> OTHER No Discharge Observed	
SOURCE OF DISCHARGE <input type="checkbox"/> TANK LEAK <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER		CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input type="checkbox"/> CORROSION <input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER	
CHECK ONE ONLY <input checked="" type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)			
CHECK ONE ONLY <input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input checked="" type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY			
CHECK APPROPRIATE ACTION(S) <input type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (BT) <input type="checkbox"/> CAP SITE (CS) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (PT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HL) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input checked="" type="checkbox"/> OTHER (OT) Will select appropriate treatment after site assessment.			
Report on tank removal and workplan for soil and ground water assessment submitted with this site report.			

048106

C10 001097

POOR QUALITY

ATTACHMENT E

ATTACHMENT F



**United States Environmental
Protection Agency**
75 Hawthorne Street
San Francisco, CA 94105

**Los Angeles Regional Water
Quality Control Board**
101 Centre Plaza Drive
Monterey Park, CA 91754-2156



Pete Wilson
Governor

June 19, 1997

Ms. Linda Thompson
Conoco Inc.
600 N. Dairy Ashford, Ponca Building
Houston, TX 77079

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
P 551 840 934**



Cal/EPA

**METHYL TERTIARY BUTYL ETHER POLLUTION INVESTIGATION OF THE CHARNOCK
SUB-BASIN -- INFORMATION REQUEST AND MODEL SITE SPECIFIC WORKPLAN FOR
ASSESSMENT OF POTENTIAL RESPONSIBLE PARTY SITES (FILE NUMBER 96-042).
FORMER CONOCO #05625/KAYE/TEXACO SERVICE STATION, 22298 WASHINGTON
PLACE, CULVER CITY.**

This letter is a follow-up to our June 5, 1997, letter to you regarding the Charnock Sub-Basin Methyl Tertiary Butyl Ether (MTBE) Investigation. You are receiving this letter because, based on existing information, the Los Angeles Regional Water Quality Control Board (Regional Board) and the United States Environmental Protection Agency (EPA) "collectively the agencies", have determined that you are required to submit additional information and perform field work, as described in greater detail below.

The June 5, 1997, letter was sent jointly by the Regional Board and EPA to representatives of potentially responsible parties (PRPs) who are believed to have owned and/or operated gasoline storage tanks within the suspected source area of MTBE contamination found in the Charnock drinking water well field in the Mar Vista area of Los Angeles (See attached Figure 1 - MTBE Pollution Charnock Sub-Basin Investigation Area). The June 5, 1997, letter provided background information and announced a June 26, 1997, meeting in Santa Monica, California. This letter contains (a) a flowchart describing the agencies "participation criteria," (b) an information request, and (c) a workplan request. As explained in greater detail below, you are required to provide both the information and workplan by July 25, 1997.

(a) Flowchart

A copy of a flowchart entitled "Charnock MTBE Participation Flowchart" is provided as Appendix A to this letter. The flowchart provides an overview of the agencies' plan regarding priority PRPs.

(b) Information Requests

You are required to provide the information contained in Appendix B. Even if you have already provided some of the information in response to a prior Regional Board information request, you must resubmit that information in responding to this request.

Ms. Linda Thompson
Charnock Sub-Basin MTBE Investigation-
Information Request and Model Site Specific Workplan
June 19, 1997
Page 2

(c) Required Workplan

You are required to submit a workplan as explained in greater detail below. All workplans must conform with the requirements contained in Appendices C through C-4.

Enclosed as Appendices C, C-1, C-2, C-3, and C-3.1, are requirements for site specific soil and groundwater investigation. These requirements are being provided by the agencies to ensure a rapid and consistent approach for evaluating sites which are potentially responsible for the Charnock MTBE contamination, which constitutes a condition of pollution. As explained in our June 5, 1997, letter, the initial investigation will focus on potential sources within approximately one mile of the Charnock well field which have or may have managed gasoline containing MTBE in underground storage tanks. (See attached Table 1 - Potential Sources Within the Charnock Sub-Basin Investigation Area).

Our files indicate that the station or facility for which you have ownership and/or operator responsibility has had a known or documented release of gasoline since January 1, 1980, which contained or may have contained MTBE. As a result you are required to submit a workplan for conducting a soil and groundwater investigation in accordance with the enclosed requirements (Appendix C, C-1, C-2, C-3, and C-3.1).

Fate and Transport of MTBE

MTBE's usage within the greater Los Angeles area, together with its physical and chemical properties require special consideration by PRPs during the planning and implementation of site specific investigations. MTBE does not readily adsorb onto soil particles. It is highly soluble in water, readily partitions into the aqueous phase and may "detach" from the dissolved petroleum hydrocarbon plume. MTBE does not readily biodegrade. As a result, MTBE may leave the initial site of the release and travel significant distances.

Because of MTBE's fate and transport characteristics, the absence of MTBE in soil and or groundwater data at PRP sites where petroleum hydrocarbons are present, is not definitive evidence that MTBE was not discharged at the site. Once MTBE is dissolved in groundwater, MTBE generally migrates at velocities approaching the local groundwater flow velocity. MTBE is approximately 40 times more soluble than benzene in groundwater. We enclosed, as Appendix E, a copy of a recent CAL/EPA Briefing Paper on MTBE for your use and reference.

Submission of Information and Workplan

As an owner or operator of a potential source of the MTBE in the Charnock wellfield, you are required to provide the information and workplan for your station or facility, even if you believe that you have or may have a defense to liability for the investigation and remediation of the Charnock Sub-Basin MTBE contamination. The MTBE contamination has been determined to constitute a condition of pollution and an imminent and substantial endangerment to public health and the environment. An immediate investigation of possible sources is critical to both restoration of this drinking water resource and a determination of financial responsibility for its investigation and remediation.

Ms. Linda Thompson
Charnock Sub-Basin MTBE Investigation-
Information Request and Model Site Specific Workplan
June 19, 1997
Page 3

Two copies of your responses to the information required in Appendix B and your workplan prepared in accordance with Appendices C through C-4 should be sent to:

David Bacharowski, Project Manager
Los Angeles Regional Water Quality Control Board
101 Centre Plaza Drive
Monterey Park, CA 91754-2156

Steven Linder, Project Manager (WST-5)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

Rey Rodriguez
Utilities Division
City of Santa Monica
1212 5th Street
Santa Monica, CA 90401

Denise Kruger
Southern California Water Company
P.O. Box 9016
San Dimas, CA 91773

Authorities

This request is made pursuant to the following authorities: Porter-Cologne Water Quality Control Act, Section 13267, Safe Drinking Water Act Section 1431, 42 U.S.C. 300i, and Resource Conservation and Recovery Act Section 7003, 42 U.S.C. Section 6973. Failure to provide complete and truthful responses to the enclosed information requests may result in penalties as provided in those Acts. As noted above, the deadline for providing both the required information and the required workplan is **July 25, 1997**.

June 26, 1997 Meeting

We continue to encourage you and/or your representative(s) to attend the meeting to be held at 1:00 P.M., Thursday June 26, 1997, at 530 Pico Boulevard, Santa Monica, California. At that meeting we will review your obligations with respect to the Charnock Sub-Basin MTBE Investigation and request your input on important issues which may affect your obligations.

Charnock Sub-Basin MTBE Investigation-
 Information Request and Model Site Specific Workplan
 June 19, 1997
 Page 4

Questions

If you have questions about any of the items required, either before or after the June 26, 1997, meeting, please contact the following individuals at the Regional Board and EPA. We request that your legal counsel contact only the attorney contacts for our agencies.

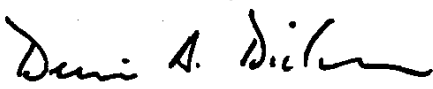
Regional Board Contacts:

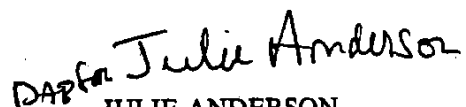
David Bacharowski, Project Manager	(213) 266-7546 (phone)	(213) 266-7600 (fax)
Jorge Leon, Esq., Attorney	(916) 657-2428 (phone)	(916) 653-0428 (fax)

EPA Contacts:

Steven Linder, Project Manager	(415) 744-2036 (phone)	(415) 744-1044 (fax)
Laurie Williams, Esq., Attorney	(415) 744-1387 (phone)	(415) 744-1041 (fax)

We look forward to working with you. Thank you for your prompt attention to this matter.


 DENNIS A. DICKERSON
 Executive Officer
 California Regional Water Quality
 Control Board, Los Angeles Region


 JULIE ANDERSON
 Division Director
 Waste Management Division
 U.S. Environmental Protection Agency

Enclosures

cc: Regional Board Members
 Felicia Marcus, Regional Administrator, EPA Region 9
 Jorge Leon, Office of Chief Counsel, SWRCB
 David Spath, Division of Drinking Water and Environmental Management, State
 Department of Health Services
 Gary Yamamoto, Drinking Water Field Operations, State Dept. of Health Services
 Carl Sjoberg, Environmental Programs Division, Los Angeles Co. Department of Public Works
 Cpt. Dennis Wilcox, Underground Storage Tank Program, City of Los Angeles Fire Dept.
 Keith Pritsker, City Attorney's Office, City of Los Angeles
 Joseph Lawrence, Assistant City Attorney, City of Santa Monica
 Barry Groveman, Special Environmental Counsel for City of Santa Monica
 Craig Perkins, Environmental & Public Works, City of Santa Monica
 Brian Johnson, Underground Storage Tank Program, City of Santa Monica
 Rey Rodriguez, Utilities Engineer, City of Santa Monica
 Denise Kruger, Southern California Water Company
 Rob Saperstein, Counsel for Southern California Water Company
 Michael Schwennesen, Ecology and Environment, Inc.
 Walter Crone, Ninyo & Moore
 Angelo Bellomo, Environmental Strategies Corporation
 Gino Bianchi-Mosquera, Geomatrix Consultants, Inc.
 Kim Burns

ATTACHMENT G

STRAW & GILMARTIN
A PROFESSIONAL LAW CORPORATION
100 WILSHIRE BOULEVARD
SUITE 1325
SANTA MONICA, CALIFORNIA 90401
TELEPHONE (310) 395-5577
FACSIMILE (310) 395-8971

LAWRENCE J. STRAW, JR.
MARK B. GILMARTIN
ADAM LE BERTHON
OF COUNSEL
PAUL T. GOUGH

FILE NO 0316.28

July 25, 1997

David Bacharowski, Project Manager
Los Angeles Regional Water Quality Control Board
101 Centre Plaza Drive
Monterey Park, California 91754-2156

Steven Linder, Project Manager (WST-5)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, California 94105

Rey Rodriguez, Utilities Division
City of Santa Monica
1212 5th Street
Santa Monica, California 90401

Denise Kruger
Southern California Water Company
630 East Foothill Boulevard
San Dimas, California 91733-9016

Re: *EPA/LARWQCB Request for Information*
Charnock Sub-Basin MTBE Investigation
Response of Conoco Inc.
11198 Washington Place, Culver City, California

Lady and Gentlemen:

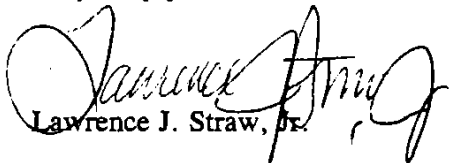
Conoco Inc. ("Conoco") submits the enclosed response to the Request for Information transmitted to Linda Thompson under cover of a letter, dated June 19, 1997. This response by Conoco pertains to the site of the former service station located at 11198 Washington Place,

David Bacharowski
Steven Linder
Rey Rodriguez
Denuse Kruger
July 25, 1997
Page 2

Culver City, California. [The June 19 Request for Information received by Conoco incorrectly identifies the site as 22298 Washington Place. To the best of Conoco's knowledge, there was never a service station located at the 22298 Washington Place address.]

In accordance with the request made in the June 19, 1997, Request for Information, Conoco is submitting two copies of its Response to each of the above-addressees.

Very truly yours,


Lawrence J. Straw, Jr.

LJS:jhp
enclosures

**RESPONSE OF CONOCO INC.
TO
EPA/LARWQCB JUNE 19, 1997, REQUEST FOR INFORMATION
CHARNOCK SUB-BASIN MTBE INVESTIGATION**

11198 Washington Place, Culver City, California

A. Introductory Comments

Conoco Inc. ("Conoco") submits the following Response [on behalf of itself and its wholly-owned subsidiaries Kayo Oil Company ("Kayo") and Douglas Oil Company of California ("Douglas")] to the Request for Information transmitted to Linda Thompson of Conoco under cover of a letter, dated June 19, 1997. This Response pertains to the site of the former service station located at 11198 Washington Place, Culver City, California. [The June 19 Request for Information received by Conoco incorrectly identifies the site as 22298 Washington Place. To the best of Conoco's knowledge, there was never a service station located at the 22298 Washington Place address.] References to Conoco in this Response shall be deemed to include references to Kayo and Douglas unless there is an indication to the contrary. It should be noted that Douglas assigned all of its interest in the site to Kayo on January 15, 1987.

Douglas leased the subject property from Nathan Levy and Florence Levy under a lease, dated March 21, 1962 [the property may have been a "Shell" branded service station prior to that time (see attached November 21, 1989 letter from DEI to David Levy at p.4, ¶ B)]. On June 21, 1967, a sub-lease of the station was entered into between Douglas and Independent Service Station Operators, Inc. UCO Oil Company succeeded to the interest of Independent Service Station Operators under that sub-lease. That sub-lease was terminated on July 31, 1976.

On or about March 1, 1977, Douglas re-leased the subject property from David and Florence Levy, as Co-Trustees under the Will of Nathan Levy, dated January 25, 1960. On September 1, 1978, Douglas sub-leased the property to Oasis Petro Energy Company. A series of subsequent sub-leases followed until the last sub-lessee, George Adamian, vacated the site and possession of the property reverted to the Levys. Neither Conoco nor any of its subsidiaries conducted any service station operations on the subject property or supplied petroleum products to the subject property subsequent to September 1, 1978, when the property was sub-leased to Oasis Petro Energy Corporation.

All of the responses contained herein are based upon information which has presently been identified by Conoco. Conoco has made several requests for an extension of time to provide a response; however, these requests have been rejected. Accordingly, the response provided herein may be incomplete. The following is a good faith attempt by Conoco to provide a timely response predicated upon information currently known to Conoco or understood by Conoco to

be relevant to the request and is given without prejudice to Conoco's right to produce additional information, whenever discovered, relating to the subsequently discovered material facts. Conoco will supplement this response as additional information responsive to the request is identified and/or becomes available. Conoco objects to the Request to the extent it seeks information that constitutes attorney work product, or attorney-client communications, or is otherwise privileged. Conoco will not provide such information. Conoco does not intend to waive either the attorney-client privilege or the attorney work product doctrine or any other privilege, and its response shall not be deemed to operate as any such waiver.

B. Responses to Appendix B

In responding to this request for information, Conoco wishes to make it clear that it had no involvement in any service station operations conducted at the subject site subsequent to September 1, 1978, when possession of the site was acquired by Oasis Petro Energy Corporation. Thus, while the requests for information are generally directed to the time period subsequent to January 1, 1980, any involvement of Conoco or its subsidiaries in service station operations at the site terminated approximately sixteen (16) months prior to that date. Conoco therefore has very limited information concerning the relevant time period of many of the individual requests.

OWNERSHIP AND OPERATION RESPONSIBILITY FOR THE STATION/FACILITY:

See attached documents relating to ownership/leasehold interests in site.

1. Specify the ownership(s) of real property on which the station or facility is located from January 1, 1980, to present. Provide a copy of all documents which provide evidence of such ownership(s). Provide name, address, and phone number of the property owner and lessors.

Response: The identity of the owners and their last known address are:

David L. Levy and Florence Levy, as Co-Trustees of the Residual Trust created pursuant to the Will of Nathan Levy, dated January 25, 1960.
13235 Fiji Way, Apt. "G"
Marina del Rey, California 90292

See Lease, dated March 1, 1977.

2. Specify the ownership(s) of the underground storage tanks and associated piping which have been used to store MTBE or gasoline at the station or facility from January 1, 1980, to the present. Provide a copy of all documents which provide evidence of such ownership(s).

Response: See response to item #1, above. Paragraph 4 of the Lease provides for ownership of the improvements by the Lessor-Property Owners; *see also*, September 2, 1988, letter from Adamian Oil Company to David Levy enclosing a copy of "Application for Hazardous Materials Underground Storage Permit" which shows George Adamian as owner of the tanks.

3. Specify what parties have operated the station or facility from January 1, 1980, to the present. Provide a copy of all documents which provide evidence of what parties operated the station or facility.

Response: The identities of the parties which Conoco believes operated the service station on the subject property subsequent to January 1, 1980, together with their last known addresses are:

Oasis Petro Energy Corporation
P.O. Box 3216
Culver City, California 90230

Oasis Petroleum Corporation
5901 Green Valley Circle
Culver City, California 90230

Pasco Petroleum Co., Inc.
5901 Green Valley Circle
Culver City, California 90230

Hawaiian & Western Resources, Inc.

Pacific Resources, Inc. (a wholly-owned subsidiary of Oasis Petroleum Corporation)
PRI Tower
733 Bishop Street
Honolulu, Hawaii 96842

Paramount Petroleum Corporation
14700 Downey Avenue, Paramount, California 90723

George Adamian
10524 West Pico Boulevard, Los Angeles, California 90064

4. Does this station or facility operate or has it previously operated pursuant to a franchise agreement? If so provide a copy of all such agreements in effect from January 1, 1980 to the present.

Response: Inasmuch as neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above), Conoco has no knowledge of whether the facility was operated pursuant to a franchise agreement from January 1, 1980, to the present.

5. Provide a list of any stations or facilities not listed on page one of the enclosed June 19, 1997 letter which have all of the following characteristics (a) the station or facility has been owned and/or operated by your business or agency at any time from January 1, 1980 to the present, (b) during the period of your ownership or operation the station or facility has stored and/or managed gasoline, and (c) the station and/or facility is within the boundary circle shown on the map attached as Figure 1.

Response: None.

MTBE MANAGEMENT AND STORAGE:

6. What records do you keep concerning the source and chemical composition of gasoline shipments received by your station or facility? Provide a copy of all such records for the period from January 1, 1980, to the present.

Response: Inasmuch as neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above), Conoco has no knowledge of or records concerning the source and chemical composition of gasoline shipments received at the site during the relevant time period.

7. Provide a complete history of storage of MTBE containing gasoline at your station or facility since January 1, 1980. Provide a copy of all documents on which your response is based, to the extent not already provided in response to Information Request Number 6, above.

Response: MTBE was not utilized at the subject site at any time Conoco or any of its subsidiaries conducted any service station operations thereupon. Moreover, since neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above), Conoco has no information concerning the history of MTBE containing gasoline storage at the site during the time period relevant to this request.

8. Provide a list of all suppliers and/or refiners of gasoline managed and/or stored at your station or facility since January 1, 1980.

Response: Conoco has no information that it or any of its subsidiaries sold or supplied gasoline to the station during the relevant time period. Moreover, neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above). While Conoco has no first-hand information concerning the suppliers and/or refiners of gasoline managed and/or stored at the subject station during the relevant time period, the site was branded "Texaco" at the time the facility was demolished in 1992.

9. Describe the procedures utilized at your station or facility for storage, handling use, and disposal of gasoline, chemicals and waste materials, including petroleum-based hydrocarbons, and aromatic hydrocarbons.

Response: Neither Conoco nor any of its subsidiaries conducted any service station operations on the subject site from September 15, 1978, to the present. When Conoco's subsidiaries conducted service station operations on the site prior to the 1978 sub-lease to Oasis, the procedures required compliance with all relevant statutes, regulations, and ordinances. These normal procedures included the regular "sticking" of the level of the product in underground storage tanks on the site and a reconciliation of the level of product in the tanks with product deliveries to the site and sales receipts. If the reconciliation indicated the possibility of any consistent shortage, further investigation was conducted to ascertain the basis for the possible shortage. If indicated, the operator would take appropriate corrective actions to correct the shortage.

10. Provide a copy of all documents concerning potential effects of MTBE discharge to the environment, its impacts on surface waters, and the impacts of MTBE on groundwater resources utilized as drinking water supplies.

Response: Conoco has no documents relevant to this request other than materials which are publicly available.

TANKS AND ASSOCIATED PIPING RECORDS:

11. Identify all current and former underground gasoline storage tanks which have been used to store and/or manage gasoline at your station or facility from January 1, 1980 to the present.

Response: At the time the 1977 Lease between Douglas Oil Company and the Levys was sub-leased to Oasis Petro Energy Corporation in 1978, there were three 10,000 gallon underground gasoline storage tanks on the subject site. It is assumed these tanks were utilized at the site during the relevant time period. Three 10,000 gallon tanks were removed in or

about July 1992 when the station was demolished. There were no visible holes in the tanks when they were removed [see EnecoTech Report of Tank Removal, dated August 31, 1992].

- 12. Provide for each underground gasoline storage tank and associated piping, the location(s), capacity, materials of construction, and date(s) of installation and, if applicable, removal.**

Response: Three 10,000-gallon underground storage tanks were purchased for use at the site in June 1962. [See attached Douglas Oil Company purchase order #18781, dated June 5, 1962; invoice from Cromwell Co., dated June 13, 1962; and, "Certificate of Costs", dated October 23, 1962.] Each 95" x 336" tank was constructed of 1/4-inch black steel, Pacific Coast Standards, with at least two 4" openings at the cluster end, with Underwriters Label. All tanks had one coat of black asphaltum coating. The USTs were installed in the southwest corner of the site property and were connected to a remote fill location near the northwest corner of the property. The three tanks were removed when the station was demolished in 1992. [See Application for Closure, dated June 4, 1992; Wilmington Salvage Inc., Certificate of Destruction, dated July 1, 1992; EnecoTech Tank Removal Report, dated August 31, 1992.]

- 13. Installation: Provide a copy of all records, including "as-builts" documenting the design, construction and installation of the underground storage tanks and associated piping which have been used to manage and/or store gasoline at your station or facility from January 1, 1980, to the present.**

Response: Conoco has been unable to locate copies of "as-builts" for the location. Blueprint drawings labeled as "preliminary" and prepared at or about the time a service station was constructed on the site in 1962 are enclosed. Apparently, UCO Oil Company installed vapor recovery piping in or about 1976; however, Conoco has been unable to locate any "as-builts" relating to this piping. The service station was extensively remodeled by Oasis after it acquired the site in 1978; however, Conoco has no blueprint drawings pertaining to that rebuild. Oasis installed a vapor recovery system at the subject site in or about 1980; however, Conoco has no information concerning this system and no "as-builts" for the system.

- 14. Maintenance: Provide a copy of all records concerning maintenance including repairs of the underground storage tanks and associated piping which have been used to manage and/or store gasoline at your station from January 1, 1980 to the present.**

Response: Conoco has no information concerning maintenance performed at the service station during the relevant time period. Neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above).

TESTING AND RELEASE DETECTION:

- 15. Tank Integrity Testing:** Provide a copy of all records concerning tank integrity testing of the underground storage tanks and associated piping which have been used to manage and/or store gasoline at your station or facility from January 1, 1980 to the present.

Response: Conoco has no independent information concerning tank integrity testing performed or leak detection systems installed at the subject service station during the relevant time period. Neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above). The only information possessed by Conoco concerning integrity testing is the attached letter, dated March 31, 1989, from Adamian Oil Company to the Los Angeles County Waste Management Division, enclosing leak test results for the tanks at the subject site. This letter and its attachments, which was obtained from the files of Los Angeles County, indicate the tanks tested tight.

- 16. Tank Integrity Testing:** Submit a tabular summary indicting all tank and/or piping tightness tests completed from January 1, 1980 to the present, including the type of test performed, the sensitivity of the tests performed, any failed or inconclusive tightness tests, the results of any retest, and any subsurface investigation work completed in response to any failed or inconclusive tank and/or pipeline integrity testing.

Response: See response to # 15, above.

- 17. Leak Detection System:** Provide a detailed description of the leak systems for the underground storage tanks and associated piping used to manage and/or store gasoline at your station or facility from January 1, 1980, to the present. Include a description of the training of employees operating those systems during that time period. Provide a copy of all documents related to these leak detection systems, including any documents used for training station or facility personnel.

Response: See response to #15, above.

- 18. Provide a copy of all documents related to any releases to soil or groundwater of gasoline from the underground storage tanks and associated piping at your station or facility from January 1, 1980 to the present.**

Response: In the process of removal of underground storage tanks from the subject service station site after George Adamian vacated the site, it was determined that the soil was

contaminated with hydrocarbons. There were visible no holes in the tanks when removed. [See EnecoTech Tank Removal Report, dated August 31, 1992, at p. 3.] Since neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above), Conoco has no independent knowledge of any releases that may have occurred at the subject site during the relevant time period. Conoco has acquired a copy of a soil test performed at the subject site on behalf of Adamian Oil Company in December 1990 by Enseco-CRL. A copy of this report is attached hereto. See also response to #21, below.

INVESTIGATION AND REMEDIATION RECORDS:

As noted, the involvement of Conoco or its subsidiaries with the service station operations at the subject site concluded on September 1, 1978, when the location was sub-leased to Oasis Petro Energy Corporation. Conoco has been able to identify only limited information concerning environmental studies that may have been conducted on the site between September 1, 1978, and the time when the underground storage tanks were removed from the site. see, e.g., responses to #s 15 and 18, above. The data provided herein with respect to environmental studies subsequent the excavation of the underground storage tanks is derived from information contained in various soil and groundwater investigations conducted at or in the vicinity of the site since that time.

19. Provide a summary of any soil gas, soils and/or groundwater investigations(s) at your station or facility from January 1, 1980 to the present.

Response: See response to #18, above. Neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above). Soil gas, soils and/or groundwater investigations conducted at the subject site since tank excavation and removal in 1992 include:

In July, 1992 three underground storage tanks (USTs), and associated fuel lines were removed from the site. Each of the three tanks was 10,000-gallon capacity and constructed of single-walled welded steel. Each tank contained unleaded gasoline or leaded gasoline prior to tank removal. Six soil samples were collected from beneath the tanks and sixteen samples were collected from beneath the fuel lines and dispensers. The analytical results for the six samples collected from beneath the USTs ranged from 0.53 mg/kg to 550 mg/kg for total recoverable petroleum hydrocarbons (TRPH). Neither benzene nor organic lead were detected in any of the six samples collected. Four samples were collected from soil beneath the product lines in the vicinity of the two pump islands. Analytical results showed concentrations ranging from 5.5 to 700 mg/kg for TRPH.

In September, 1992, EnecoTech installed four groundwater monitor wells (MW1 through MW4) and five vapor extraction wells (B1 through B5) as part of a soil and groundwater investigation. Detectable concentrations of gasoline hydrocarbons were found in soil from all but one of the nine borings drilled on the site. In five of the borings, it was reported gasoline impacted soil concentrations exceeded 100 mg/kg. In the southwest portion of the site (borings B5 and MW3), it was reported that impacted soil was detected from near surface to 35 feet below ground surface (bgs), with the highest concentrations in the interval between 35 and 40 feet bgs, corresponding to a silty sand horizon. In boring B1, near the former remote fill location, it was reported that impacted soil extended from near surface to approximately 50 feet bgs with the highest concentrations (5,400 mg/kg TRPH) at 35 feet bgs.

In July 1994, Eneco Tech installed three additional groundwater monitor wells (MW5, MW6, and MW7), two vapor extraction wells (B7 and B8), and one soil boring (B6) as part of the continuing assessment of the site. Concentrations of total petroleum hydrocarbons as gasoline (TPHg) reportedly ranged from not detected at the laboratory detection limit of 10 mg/kg to 1,300 mg/kg for B7 and < 10 mg/kg to 3,000 mg/kg for B8. TPHg was reported as not detected in soil samples collected from boring B6 and each of the groundwater monitor well borings.

A soil vapor extraction and treatment system operated at the site from October, 1993, to January, 1996. The system was installed to remediate hydrocarbon impacted soils that were identified during the assessment activities. A 20-horsepower blower extracted soil vapor from eight vapor extraction wells and four groundwater monitor wells. The extracted soil vapor was treated by a natural gas fired catalytic oxidizer capable of operating at 750 scfm.

In January, 1996, SECOR drilled four soil borings (B9 through B12) at the site to evaluate the effectiveness of the soil remediation system. The laboratory analytical results ranged from not detected at the laboratory detection limit to 7,800 mg/kg for TPHg.

Quarterly groundwater monitoring and sampling has been conducted at the site since the fourth quarter of 1992. Copies of technical reports pertaining to this site, prepared from the time of tank excavation to the present, are submitted with this response. [See index of documents following response relating to Appendix "C".]

- 20. Submit a complete Site Investigation and Cleanup History Form (copy attached).**

Response: See attached Site Investigation and Cleanup History form.

- 21. Provide a copy of all documents or records related to any investigation and/or remediation of soil gas, soil and/or groundwater at your station or facility from January 1, 1980 to the present, including any investigation and/or remediation of any releases of gasoline.**

Response: Neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above). Other than the December 1990 soil test referenced in response to #18, above, Conoco has no knowledge of any soil gas, soils and/or groundwater investigations that may have been conducted at the subject site during the period prior to tank removal in 1992. Copies of responsive documents prepared since the time of tank removal are attached hereto. [See index of documents following response relating to Appendix "C".]

- 22. Submit the result of any previous subsurface investigations conducted at your station or facility and any report(s) generated for site assessment.**

Response: Neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above). Other than the December 1990 soil test referenced in response to #18, above, Conoco has no knowledge of any soil gas, soils and/or groundwater investigations that may have been conducted at the subject site during the period prior to tank removal in 1992. Results of investigations conducted since that time are attached in response to item #21, above.

- 23. Provide copies of all gas chromatographs for laboratory testing completed for aromatic hydrocarbons that are available from analyses for all on and off-site soil gas, soil and/or groundwater samples taken during the investigation of releases or suspected releases of gasoline from your station or facility from January 1, 1980 to the present. If you do not have copies of these gas chromatographs, you must contact the laboratory that conducted the analysis for copies.**

Response: Neither Conoco nor any of its subsidiaries were involved in any service station operations conducted on the site subsequent to September 15, 1978 (the operations having been conducted by the parties identified in response #3, above), Conoco has no knowledge of any chromatographs pertaining to soil gas, soils and/or groundwater investigations that may have been conducted at the subject site during the period prior to tank removal in 1992. Copies of all gas chromatographs conducted since that time are attached hereto.

FACILITY MAP:

- 24. Provide a map of each station or facility. Each map should be drawn to scale, including a north arrow, property lines and adjacent street(s). Identify all past and present potential sources for soil contamination or groundwater pollution, such as underground storage tanks and associated piping, dispenser pump and vent pipelines, chemical and waste storage,**

transfer, and use areas including drum storage, clarifiers, sumps, pits, septic tank/cesspool systems, and sewer lines. Indicate dates of completion of buildings or pavings where possible.

Response: See attached "Facility Map".

C. Responses to Appendix C

Appendix C requests the submission of workplans for a subsurface soil investigation and groundwater investigation pertaining to the subject site. Conoco has performed remedial activities at the subject site since 1992 and, in conjunction with those activities, prepared workplans and submitted them to the responsible government agency. During a technical meeting with representatives of the RWQCB, EPA and PRPs held at Joslyn Park in Santa Monica on July 16, 1997, Conoco was informed that in view of the work already performed at the subject site, it need not prepare new workplans for this submission but could submit a description and summary of the work already completed. If, after a review of this information, it was determined that additional work was indicated, Conoco would be so informed.

Summary of Subsurface Soil and Groundwater Investigations

In fulfillment of the requests contained in Appendix C-1 and Appendix C-2, Conoco submits the following summary for soil and groundwater investigations conducted to date by Conoco at the subject site. Summary tables which include all soil and groundwater chemical and physical results collected at the site by Conoco are provided or review (See Tables 1, 2, 3 and 4). In addition, a tabular summary of the monitor well construction specifications (See Table 5) and copies of all of the boring logs are also provided. In addition, copies of technical reports prepared subsequent to tank excavation are submitted with this response. [See index of documents following response relating to Appendix "C".]

In July, 1992 three underground storage tanks (USTs), and associated fuel lines were removed from the site. Each of the three tanks was 10,000-gallon capacity and constructed of single-walled welded steel. Each tank contained unleaded gasoline or leaded gasoline prior to tank removal. Six soil samples were collected from beneath the tanks and sixteen samples were collected from beneath the fuel lines and dispensers. The analytical results for the six samples collected from beneath the USTs ranged from 0.53 mg/kg to 550 mg/kg for total recoverable petroleum hydrocarbons (TRPH). Neither benzene nor organic lead were detected in any of the six samples collected. Four samples were collected from soil beneath the product lines in the vicinity of the two pump islands. Analytical results showed concentrations ranging from 5.5 to 700 mg/kg fro TRPH.

In September, 1992, EnecoTech installed four groundwater monitor wells (MW1

through MW4) and five vapor extraction wells (B1 through B5) as part of a soil and groundwater investigation. Detectable concentrations of gasoline hydrocarbons were reportedly found in soil from all but one of the nine borings drilled on the site. It is reported that in five of the borings, gasoline impacted soil concentrations exceeded 100 mg/kg. In the southwest portion of the site (borings B5 and MW3), impacted soil was reportedly detected from near surface to 35 feet below ground surface (bgs), with the highest concentrations in the interval between 35 and 40 feet bgs, corresponding to a silty sand horizon. In boring B1, near the former remote fill location, it is reported that impacted soil extended from near surface to approximately 50 feet bgs with the highest concentrations (5,400 mg/kg TRPH) at 35 feet bgs.

In July 1994, EnecoTech installed three additional groundwater monitor wells (MW5, MW6, and MW7), two vapor extraction wells (B7 and B8), and one soil boring (B6) as part of the continuing assessment of the site. Concentrations of total petroleum hydrocarbons as gasoline (TPHg) reportedly ranged from not detected at the laboratory detection limit of 10 mg/kg to 1,300 mg/kg for B7 and <10 mg/kg to 3,000 mg/kg for B8. TPHg was reported as not detected in soil samples collected from boring B6 and each of the groundwater monitor well borings. In January, 1996, SECOR drilled four soil borings (B9 through B12) at the site to evaluate the effectiveness of the soil remediation system.

The technical reports relating to this site being provided with this response are:

<u>Report Date</u>	<u>Report Title</u>
4-15-97	Conoco Quarterly Report
1-01-97	Conoco Quarterly Report
10-01-96	Secor Results of MTBE Sampling and Analysis
9-30-96	Conoco Quarterly Report
7-15-96	Conoco Quarterly Report
4-15-96	Conoco Quarterly Report
4-11-95	Secor Records Review Report
1-3-96 - 3-31-96	Quarterly SVE Operation Report
1-15-96	Conoco Quarterly Report
1-30-96	Short Form Report
10-3-95 - 1-3-96	Quarterly SVE Operation Report
10-15-95	Conoco Quarterly Report
7-3-95 - 10-3-95	Quarterly SVE Operation Report
7-14-95	Conoco Quarterly Report
6-26-95	Secor Letter w/enclosure
4-15-95	Conoco Quarterly Report
3-29-95 - 7-3-95	Quarterly SVE Operation Report
1-13-95	Conoco Quarterly Report
12-30-94 - 3-29-95	Quarterly SVE Operation Report
10-13-94 - 12-30-94	Quarterly VES Operation Report

Report Date

10-18-94

10-15-94

4-22-94

2-28-94

2-16-94

2-4-94

1-27-94

11-11-93

11-10-93

8-23-93

7-21-93

5-13-93

1-22-93

8-23-93

11-10-92

8-31-92

8-19-92

Report TitleEnecoTech Additional Groundwater and Vapor
Extraction Well Installation ReportWayne Perry Third Quarter 1994 Quarterly
Monitoring Report and Quarterly Status ReportWayne Perry First Quarter 1994 Quarterly
Monitoring Report and Quarterly Status ReportEnecoTech Soil Remediation System Progress
ReportEnecoTech Soil Remediation System Progress
Report

EnecoTech Interim Remedial Action Plan

EnecoTech December 1993 Groundwater Sampling
and Analysis Report

EnecoTech Letter with Application Package

EnecoTech September 1993 Groundwater
Sampling and Analysis ReportEnecoTech Work Plan for Additional Soil and
Groundwater AssessmentEnecoTech Letter Re: June 1993 Groundwater
Sampling and AnalysisEnecoTech Letter Re: March Groundwater
Sampling and AnalysisEnecoTech Letter Re: December Groundwater
Sampling and AnalysisEnecoTech Work Plan for Additional Soil and
Groundwater AssessmentEnecoTech Groundwater and Vapor Extraction
Well Installation ReportEnecoTech Work Plan for Soil and Groundwater
AssessmentEnecoTech Work Plan for Soil and Groundwater
Assessment